



Embassy of the United States of America

U.S. Embassy, Ottawa
March 4, 2010

**Subject: SCA52510C0003 - Invitation to Pre-Solicitation Conference
Replacement of roof system at 46 Rockcliffe Road in Rockcliffe Park, Ottawa, ON**

Dear Prospective Quoter:

The Embassy of the United States of America invites you to attend a site visit and submit a quotation for replacement of roof system at 46 Rockcliffe Road, Rockcliffe Park, Ottawa, ON. The magnitude of this project is within \$50,000 - \$100,000.

All Interested Parties are invited to visit the site on Thursday, **March 11, 2010 at 10:00 am**. To confirm this appointment, please contact Karin Hauschild at 613-688-5256 on or **before 12pm (noon) on March 10, 2010** and provide the names of all individuals planning to attend the site visit.

We intend to award a contract to the responsible company, submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations without holding discussions, although, we may hold discussions with companies in the competitive range, if there is a need to do so. Each Prospective Quoter will receive a complete version of solicitation package before the site visit scheduled on March 11, 2010.

Interested parties shall submit their quotations in a sealed envelope marked "Quotation Enclosed for Replacement of Roof System Project" on or before 1:00 p.m. on Monday, April 5, 2010.

**Quotations shall be submitted via courier to:
U. S. Embassy-Canada, 207 Bank St, Suite 418, Ottawa, ON, Canada K2P 2N2
to the attention of Michael St. Clair, Contracting Officer**

No quotations will be accepted after 1:00 p.m. on Monday, April 5, 2010.
Quotations shall remain in effect until September 30, 2010.

Direct any questions regarding solicitation process to Vince Lemesev 613-688-5252.
Direct any questions regarding technical aspects of this project to Pete Peterson 613-688-5247,
during regular business hours from 8:00 a.m. till 4:00 p.m. EST.

Sincerely,

Michael St Clair
Contracting Officer
U.S. Embassy, Canada

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. S-CA525-10-R-0003	TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03/04/2010	PAGE OF PAGES 2 39
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. S-CA525-10-C-0003	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY U.S. Embassy – Canada General Services Office P.O. Box 866, Station B Ottawa, ON, K1P 5T1	8. ADDRESS OFFER TO U.S. Embassy – Canada General Services Office 207 Bank Street, Suite 418 Ottawa, ON, Canada K2P 2N2	
9. FOR INFORMATION CALL: ➔	A. NAME Karin Hauschild	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 613 – 688 – 5256

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Section A - SF-1442, Solicitation, Offer and Award
Section B - Supplies or Services and Prices/Costs
Section C - Description/Specs/Work Statement
Section D - Packaging and Marking (Reserved)
Section E - Inspection and Acceptance
Section F - Deliveries or Performance
Section G - Contract Administration Data
Section H - Special Contract Requirements
Section I - Contract Clauses
Section J - List of Attachments
Section K - Representations and Certifications
Section L - Instructions, Conditions and Notices to Offerors
Section M - Evaluation Factors for Award

Attachments:

Attachment 1: Security Clearance Form: "Authority to Release Information"
Attachment 2: EFT Enrollment Form
Attachment 3: Sample Bank Letter of Guarantee
Attachment 4: Breakdown of Price by Divisions of Specifications
Attachment 5: Official Holiday List

11. The Contractor shall:

- Deliver security clearance forms, securities/insurance and construction schedule within 10 calendar days after the contract award.
- Commence the work within 30 calendar days after receiving the "Notice to Proceed"
- Complete the work within 30 calendar days after the work begins. Performance period is mandatory.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 1:00 p.m. (hour) local time on April 5, 2010. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 90 calendar days after the date offers are due. Offers shall remain valid until October 1, 2010 (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D)

AMOUNTS



CAD\$

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

B. SIGNATURE

C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

All

22. AMOUNT

\$CAD.....

23. ACCOUNTING AND APPROPRIATION DATA

.....

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(2 copies unless otherwise specified)

ITEM

G.3

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

See Block 31

27. PAYMENT WILL BE MADE BY

Charleston Financial Center

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31.A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

Michael St Clair

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

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SF 1442 cover sheet

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Attachments:

Attachment 1: Security Clearance Form: "Authority for Release of Information"

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Attachment 5: Official Holiday List

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

_____ Total Price Before Tax

B. SCOPE OF WORK

B.1 INTRODUCTION

B.1.1 The U.S. American Embassy in Ottawa, Canada has a requirement to obtain construction services for replacing the existing roof system on the DCM residence located at 46 Rockcliffe Rd, Ottawa, Canada. The 2 1/2 story residence roof is constructed of a wood shingle roof on wood framed structure with a pitch of 12 in 12 set on load bearing exterior wood stud framed walls covered with stucco. The existing roof is covered with wood shingles assumed original to the house. The existing metal flashings are corroding in the valley, metal edge trim and around the two chimneys. The roof has an aluminum gutter, and downspouts.

B.1.2 The summary of the work consists of, but is not limited to, the following:

- Protect existing exterior walls, shrubbery, plants, and lawn during roof replacement
- Existing roof system removal and disposal;
- Existing wall shingle system removal and disposal;
- Replace deteriorated sheathing with exterior grade plywood sheathing;
- Replace deteriorated wood board roof deck;
- Replace deteriorated wood trim, wood blocking;
- Paint wood trim;
- Install new underlayment over the plywood sheathing or wood boards;
- Install new wood shingle roofing system;
- Install new wood shingle wall system;
- Install new copper sheet metal drip edge, valley, ridge, pipe, chimney step flashing;
- Install new copper sheet metal flashings at dormers and walls;
- Install new continuous preformed ridge vent;
- Replace existing gutters, downspouts, and leave guards with new, that is the same color, type, and materials as existing.

B.1.3 The Contractor shall provide quantity surveyors and construction personnel as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.

B.2 GENERAL REQUIREMENTS

- B.2.1 The Contractor shall provide the Government with the facilities support to provide a site survey, material procurement and construction, to complete this project.
- B.2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for project completion shall be 30 days from Notice to Proceed.
- B.2.3 The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation of the residential functions caused by the proposed construction.
- B.2.4 The Contractor shall be required to prepare reports, bill of materials, quality control schedules and construction costs. These documents shall provide the necessary interfaces, coordination, and communication among the Government, constructor, and special disciplines for the delivery of a completed roof replacement project.

B.3 RESPONSIBILITY OF THE CONTRACTOR

- B.3.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- B.3.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.
- B.3.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
- B.3.4 The Contractor shall prepare and maintain a Quality Control Schedule [QCS] to address the cost and schedule of the project. The QCS is intended to document the entire project from beginning to end.
- B.3.5 All documentation produced for this project will become the ownership of the Government at the completion of this project.
- B.3.6 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor shall assure that the project is constructed to be easily maintained or replaced with readily available materials and services. Emphasis shall be placed on the compatibility of materials to maximize uniformity.

- B.3.7 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- B.3.8 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- B.3.9 The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Government provided for under this contract are in addition to any other rights and remedies provided by law.

B.4 PRE-CONSTRUCTION REQUIREMENTS

- B.4.1 The Contractor shall examine all the documents and visit the construction site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent allowance will be made to the Contractor for neglect of the existing conditions.
- B.4.2 The Contractor shall provide a statement that the Contractor's company and all roofing personnel are certified by the wood shingle manufacturer that they are qualified to install the manufacturer's roofing materials and are experienced in installation of roofing systems similar to type and scope required for this project.
- B.4.3 The Contractor shall submit a copy of a Contractor's Roofing Guarantee covering the work including roofing membrane, membrane flashing, and roofing accessories, labor and equipment for a period of five [5] years at no cost to the Embassy signed by the Contractor. Add a space line here.
- B.4.4 The Contractor shall submit a copy of the Roofing Manufacturer's Material Service Warranty including flashing signed by an authorized representative of roofing system manufacturer, on a standard form that was published with their product data for a period of ten [10] years.
- B.4.5 The Contractor shall develop and submit a Bill of Materials [BOM] and product data of all materials to be used in the project. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. This document will be used by the Government and OBO to approve the use of all equipment and materials.

B.5 CONSTRUCTION REQUIREMENTS

- B.5.1 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the roof replacement project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

- B.5.2 All materials and equipment incorporated into the project shall be new. The Contractor shall transport and safeguard all materials and equipment required for construction. Obtain primary roofing products and flashings, from a single manufacturer which has successfully produced these materials for ten years.
- B.5.3 The Contractor will be permitted to use the area for operation of his construction equipment and temporary facilities. The Contractor is responsible for obtaining any additional off compound storage areas required.
- B.5.4 The Contractor shall at all times keep the work area free from accumulation of waste materials, clean up as work progresses, use dump boxes and remove when full. Do not pile garbage and debris on-site while awaiting removal.
- B.5.5 In the event of Contractor's failure to comply with the foregoing or his failure to remove waste and debris within twenty-four (24) hours after written notice from the Contracting officer to do so, the Contracting officer or designated representative may remove same, or accomplish such clean up as desired, at the Contractor's expense.
- B.5.6 At the end of each work period and more often if ordered by the COR the Contractor shall, remove debris from site, neatly stack material for use, and clean up generally.
- B.5.7 The Contractor shall broom clean exterior walks, steps and platform and remove dust, dirt and other disfiguration from exterior surfaces.
- B.5.8 Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- B.5.9 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water, power, and telephone lines. All temporary connections to local water, power, and telephone lines shall be coordinated with the Government.
- B.5.10 At the end of each work day, or notification of a temporary stop order, the Contractor shall temporarily seal the roof to prevent water intrusion and notify the COR of the temporary seal locations. Beginning the next work day, remove the temporary seal before continuing the project.
- B.5.11 The Contractor shall provide surplus roofing materials to the Government for future maintenance and repair. Provide a minimum of five unopened package of shingles.

B.6 SPECIFICATIONS

B.6.1 Wood Shingle Roof System Products:

- Roof Shingles: smooth-sawn western red cedar shingles, grade no. 1, starter courses same, size 455mm (18-inches) with 12.7mm (1/2-inch) thickness at butt.
- Wall Shingles: smooth-sawn western red cedar, grade no. 1, 455mm (18 inches) .

- Ridge Units: manufactured units of same thickness as roof shingles, 7 inches wide, beveled, alternately overlapped and nailed, grade no. 1, length 455mm (18-inches).
- Wood Treatment: AWPAC34, chromate copper arsenate (CCA) pressure treated, a minimum of 0.40lb/cuft (6.4 kg/cu.m)
- Underlayment Material: 40 mil (1.0mm)thick sheet, Ice and Water Shield by WR Grace & Co. slip resistant, polyethylene film reinforced top surface laminated to SBS modified asphalt adhesive, with release paper.
- Ridge Vents: rigid, UV stabilized plastic ridge vent compatible with cedar by Air Vent, Inc.

B.6.2 Accessories Products:

- Asphalt Roofing Cement: ASTM D4586, Type II, asbestos free.
- Roofing Nails: ASTM F1667, hot-dip galvanized steel wire nails sufficient length to penetrate a minimum of 19mm (3/4-inch) into sheathing.
- Underlayment Nails: hot-dip galvanized steel wire nails with 25mm (1-inch) minimum diameter, low profile capped heads or disc caps
- Wood Lath Strips: Western red cedar, clear heartwood, a minimum of 38mm (1 ½ Inches wide).

B.6.3 Sheet Metal Flashing and Trim Products:

- Sheet Metal: 16 oz copper
- Sealant: one part polyurethane caulking, Vulkem 45

B.6.4 Tear-off: Remove existing roof system, associated roof sheet metal flashings and roof underlayment to expose the wood deck.

B.6.5 Substrate Examination: Inspect the substrate for significant damage, rot, warpage or separation from the existing roof or wall framing. Replace all damaged and deteriorated wood. Re-secure loose panels and boards with additional fasteners.

B.6.6 Underlayment Installation: comply with low temperature application manufacturers' guidelines when applicable; lap membrane in direction to shed water. Lap sides not less than 89mm (3-1/2 inches) and ends not less than 152mm (6inches); stagger 610mm (24inches) between courses.

B.6.7 Metal Flashing Installation:

- Apron Flashing: fabricate with lower flange extending a minimum of 100mm (4 inches) over and 100mm (4inches) beyond side of downslope wood roofing and 152mm (6inches) up the vertical surface; extend lower flange over and beyond each side of downslope wood roofing and up the vertical surface.
- Step Flashing: fabricate with a head lap of 75mm (3-inches) and a minimum extension of 100mm (4-inches) both horizontally and vertically; install with head lap of 75 mm (3-inches) and extend both horizontally and vertically. Install with lower edge of flashing just upslope of , and concealed by, butt of overlying shingle. Fasten to roof deck only.
- Cricket Flashing: fabricate with concealed flange extending a minimum of 455mm (18 inches) beneath upslope wood roofing and 152mm (6- inches) beyond each side of

chimney and 152mm (6- inches) above the roof plane; install against the roof penetrating element, extending concealed flange beneath upslope wood roofing and beyond each side.

- Valley Flashing: fabricate in lengths not exceeding 3m (10 feet) with 25mm (1- inch) high, inverted-V profile at center of valley and equal flange widths of 255mm (10 inches); install centrally in valleys, lapping ends at least 205mm (8 inches) in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
- Secure hemmed flange edges into metal cleats spaced 305mm (12 inches) apart and fastened to roof deck.
- Adhere 230mm (9-inch) wide strip of self-adhering membrane sheet to metal flanges and to self-adhering membrane sheet underlayment.
- Drip Edges: fabricate in lengths not exceeding 3m (10 feet) with 50mm (2-inch) roof deck flange and 38mm (1-1/2 inch) fascia flange with 10 mm (3/8 inch drip at lower edge).
- Rake drip edge: install over underlayment and fasten to roof deck.
- Eave drip edge: install under underlayment and fasten to roof deck.
- Vent Pipe Flashing: ASTM B749, Type L51121, at least 1.6 mm (1/16-inch thick). Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 100 mm (4-inches) from pipe onto roof; from flashing around pipe penetrations and wood roofing. Fasten and seal to wood roofing.

B.6.8 Starter Roof Shingle Installation: install double layer wood shingle starter course along lowest roof edge. Extend starter course 25mm (1-inch) over fascia and 25mm (1-inch) over rake edge; offset joints of double layer starter course a minimum of 38mm (1 ½ - inches).

B.6.9 Field Roof Shingle Installation: install first course of wood shingles over starter course and in continuous straight-line courses across roof deck. Install second and succeeding courses of wood shingles in continuous straight-line courses across the roof deck. Extend 25mm (1-inch) over rake edge.

- Offset joints between shingles in succeeding courses a minimum of 38 mm (1 ½ inches). Limit alignment of vertical joints in every third course to not exceed 10 percent of joints.
- Space shingles a minimum of 6mm (1/4-inch) and a maximum of 10mm (3/8-inch) apart.
- Fasten each shingle with two nails spaced 19 to 25mm (3/4-inch to 1-inch) from edge of shingle and 38 to 50mm (1 ½ inches to 2 inches) above butt line of succeeding course. Drive fasteners flush with top surface of shingles without crushing wood.
- Maintain exposure of 140mm (5 ½ inches).

B.6.10 Valley Shingle Installation: cut and fit wood shingles at open valleys, trimming upper concealed corners of shingles. Maintain uniform width of exposed open valley.

B.6.11 Ridge Units: install ridge hip units over wood shingles trimmed at apex. Maintain same exposure dimension of units as roof shingle exposure. Lap units at ridges to shed water away from direction of prevailing winds. Alternate overlaps of units and fasten with concealed roofing nails of sufficient length to penetrate sheathing.

- Install concealed strip of underlayment over apex shingles and fasten with underlayment nails.
- Fasten ridge units to cover ridge vent without obstructing airflow.

B.6.12 Wall Shingle Installation: install wood shingles, beginning at base of wall, with a double-layer starter course in a continuous straight line. Offset joints of double layer starter course a minimum of 38mm (1 ½ inches). Install first course of wood shingles over starter course. Install second and succeeding courses of wood shingles.

- Offset joints between shingles in succeeding courses a minimum of 38mm (1 ½ inches).
- Install shingles in continuous straight-line courses.
- Install shingle courses with butt lines staggered 25mm (1-inch) from true butt line
- Fasten each shingle with two concealed nails spaced 19 to 25mm (¾ inch to 1 inch) from edge of shingle and 25 mm (1 inch) above butt line of succeeding course. For shingles wider than 205mm (8 inches), add two concealed fasteners, spaced 25mm (1 inch) apart, to the center of the shingle. Drive fasteners flush with top surface of shingles without crushing wood.
- Maintain weather exposure of 140mm (5 ½ inches).

B.6.13 Contractor shall visually inspect and replace all damaged painted wood trim along the eave lines.

- Wood Trim: Cedar, grade No. 1 cut to match existing profile
- Fasteners:
- Paint: One coat prime, two coats finish, Alkyd exterior grade, white

C. PACKAGING AND MARKING

(RESERVED)

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

Substantial Completion: Definitions

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

Final Completion and Acceptance: Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests.

Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

Final Acceptance

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

-submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E - DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the roof replacement project including final cleanup of the premises within the contract period specified.

Milestones:

Contractor Site Survey	March 11, 2010
Solicitations Due	April 5, 2010
Embassy & OBO Review	21 days
Award of Contract (tentative)	May 1, 2010
Notice to Proceed (tentative)	June 19, 2010
Pre-construction Submittals	Within 10 days of Notice to Proceed
Construction Begins	July 20, 2010 or within 30 days of Notice to Proceed
Final Cleanup Begins	5 days prior to Completion
Construction Completion	30 days

Project Completion: Furnish surplus roofing materials, one copy of maintenance and operating information, warranties, and catalog cuts of all items installed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **1.0%** of the total cost of the project for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date

for submission as 10 **calendar days** after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to

Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours

All work shall be performed during **8:00 a.m. – 5:00 p.m. from Monday through Friday**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give **24 hours** in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference may be held **10 days after contract award at 46 Rockcliffe Rd Ottawa, ON** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Section G. Securities/Insurance	1	10 days after award	Contracting Officer
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Security Clearance Forms	1	10 days after award	COR
Section F. Payment Request (Reserved)	1	last calendar day of each month	COR
Section D. Request for Substantial Completion (Reserved)	1	5 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Pete Peterson, Facility Manager.**

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The contractor shall show Government Sales Tax (GST) or Harmonized Sales Tax as a separate item on invoices submitted for payment. **The Contractor shall deduct Provincial Sales Tax (PST)** for any goods and/or services delivered within province of Ontario.

G. SPECIAL REQUIREMENTS

Performance/Payment Protection

The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price. Payment protection shall be supported by either , irrevocable letters of credit, or bank guarantees.

The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary.

The Contractor shall at its own expense, provide and maintain during the entire performance period, general liability insurance (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) in the following amounts:

Bodily Injury, on or off the site, in Canadian Dollars: **CDN 1,000,000** or the minimum required by the Government of Ontario whichever is greater.

Property Damage, on or off the site, in Canadian Dollars: **CDN 1,000,000** or the minimum required by the Government of Ontario whichever is greater.

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as

provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

Document Descriptions

Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

"As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting

Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has **ten (10) calendar days** to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take **20 business days** to perform. For each individual the contractor shall provide completed and signed **Security Clearance Form included in Attachment 1**.

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

Special Warranties

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

Zoning Approvals and Permits

The Contractor shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for any required building permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full

text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (MAR 2009)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (MAY 2008)
52.222-50	Combating Trafficking In Persons (FEB 2009)
52.225-10	Notice of Buy American Act/Balance of Payments Program Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1990)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)

52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (FEB 2009)
52.245-9	Use & Charges (JUNE 2007)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Security Clearance Form	2
Attachment 2	EFT Enrollment Form	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Official Holiday List	1

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 1442 including a completed Attachment 4, " <u>Breakdown Of Proposal Price By Divisions of Specifications.</u> "	
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	

Submit the complete quotation to the address indicated on Standard Form 1442 if mailed, or if hand delivered.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule.

This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project;

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates;
Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **March 11th, 2010 at 10:00 a.m.**

(c) Participants will meet at the following address:
46 Rockcliffe Road, Ottawa, ON.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:
C\$50,000.00 – C\$100,000.00.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.
<http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004),
which is incorporated by reference into this solicitation.

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

**SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS**

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(RESERVED)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL
NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(RESERVED)

L.3 52.204-8 Annual Representations and Certifications. (FEB 2009)

(RESERVED)

L.4. 52.225-18 Place of Manufacture (Sept 2006)

(RESERVED)

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(RESERVED)

ATTACHMENT #1

SECURITY CLEARANCE FORM:

“AUTHORITY FOR RELEASE OF INFORMATION”

UNITED STATES EMBASSY OTTAWA

SECURITY RECORDS CHECK

NOTE: Unless cancelled in writing by the applicant, this consent form shall be valid for conducting the specified security checks including any subsequent updating requirements. All information supplied is subject to verification. Failure to obtain accreditation may affect employment opportunities.

PLEASE TYPE OR PRINT IN BLOCK LETTERS

The following requested information is essential in conducting record check which is necessary for subject to work on U. S. Embassy Project and Programs. I, the undersigned, do hereby consent to the disclosure of the following information:

- a. a criminal record name check;
- b. a credit check (if required); and
- c. a security assessment.

_____	____/____/____
Individual's signature	Date
Surname: _____	Maiden Name (if applicable): _____
Given Names: _____	Other Names: _____
Date of Birth: Year: ____ Month: __ Day: __	Sex: M <input type="checkbox"/> F <input type="checkbox"/>
Place of Birth: Country: _____ Province: _____	City: _____
Citizenship: _____	Other Status _____
<u>Change of Name:</u>	
From _____	To _____
Place _____	Method _____
<u>Name of Current Employer:</u>	
From _____	POC/Supervisor _____
Position _____	Telephone Number _____

AUTHORITY FOR RELEASE OF INFORMATION - Government of Canada
AUTORISATION DE DIVULGUER DES INFORMATIONS - Gouvernement du Canada

Please type or print - Veuillez dactylographier ou écrire en lettres moulées

Full Name - Nom au complet	Parent or guardian (if required) - Parent ou tuteur (au besoin)
Other names used - Autres noms utilisés	
Current address - Adresse actuelle	Telephone number - Numéro de téléphone
	Social security number - Numéro de sécurité sociale

I hereby authorize any investigator of the Government of Canada, bearing this release or a copy thereof, within two years of its date, to obtain any information from educational institutions, residential management agents, employers, criminal justice agencies, or individuals, relating to my activities within Canada. This information may include, but is not limited to, credit bureau, academic, residential, achievement, performance, attendance, personal history, disciplinary, arrest and conviction records. I hereby direct you to release such information upon the request of the bearer.

I hereby release any individual, including records custodians, from any and all liability for damages of any type that I might suffer as a result of compliance or attempted compliance with this authorization. Should there be any questions about the validity of this release, you may contact me at the address or telephone number listed above.

J'autorise tout enquêteur du gouvernement du Canada, porteur du présent document ou d'une copie de celui-ci, à obtenir, dans un délai de deux ans suivant la date de signature, des informations sur mes activités au Canada auprès d'individus, d'établissements d'enseignement, d'agents de gestion résidentielle, d'employeurs ou d'organismes de justice pénale. L'information peut porter, entre autres, sur le crédit, les études, le logement, les réalisations, le rendement, l'assiduité, les antécédents personnels, les mesures disciplinaires, les arrestations et les condamnations. J'autorise donc la divulgation de ces informations au porteur de la présente.

En outre, quiconque, y compris les archivistes, divulguera l'information conformément à la présente autorisation ne sera pas tenu responsable d'un préjudice qui pourrait m'être causé, quelle que soit sa nature. En cas de doute sur la validité de la présente, prière de communiquer avec moi à l'adresse ou au numéro de téléphone indiqués plus haut.

Signature

Date

ATTACHMENT #2

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM



U.S. Embassy - Ottawa
Financial Management Center
PO Box 866 STN B
Ottawa ON K1P 5T1
Attn: Debbie Cowell
Phone : 613-688-5287
Fax: 613-688-3090
Email: cowellds@state.gov

COMPANY NAME:	
ADDRESS:	
CONTACT NAME:	TEL NO.:
	FAX NO.:
	EMAIL:
NAME ON ACCOUNT:	
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
CURRENCY OF ACCOUNT: <input type="checkbox"/> US DOLLARS <input type="checkbox"/> CANADIAN DOLLARS	
SIGNATURE OF AUTHORIZED COMPANY OFFICIAL: _____	
TYPED NAME/TITLE: _____	

ATTACH A COPY OF A VOIDED CHECK

ATTACHMENT #3

SAMPLE LETTER OF BANK GUARANTY

Place [_____]

Date [_____]

Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Location: _____

Representative(s): _____ State of Inc.: _____

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT #4

**UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

(1) DIVISION/ DESCRIPTION	(2) LABOR	(3) MATER- IALS	(4) OVER- HEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL (CAD)					

(Contractor shall complete applicable fields in the table above)

Allowance Items:

PROPOSAL PRICE TOTAL (CAD):


























Alternates (list separately do not total)

Offeror:

Date

ATTACHMENT #5

OFFICIAL HOLIDAY LIST

Holiday Date	Event Name	Remarks	Country	
Friday, January 01, 2010	New Year's Day		 	Both
Monday, January 04, 2010	Day After New Year's Day	Montreal and Quebec City only, observed		Canadian
Monday, January 18, 2010	Martin Luther King Day			American
Monday, February 15, 2010	Presidents' Day	Family Day, AB, ON & SK	 	Both
Friday, April 2, 2010	Good Friday			Canadian
Monday, April 5, 2010	Easter Monday			Canadian
Monday, May 24, 2010	Victoria Day			Canadian
Monday, May 31, 2010	Memorial Day			American
Thursday, June 24, 2010	Quebec National Day	Montreal/Quebec City only		Canadian
Thursday, July 1, 2010	Canada Day			Canadian
Monday, July 5, 2010	Independence Day	Observed		American
Monday, August 2, 2010	Civic Holiday	(ON, BC, MB; Natal Day in NS, Heritage Day in Calgary)		Canadian
Monday, September 6, 2010	Labor Day		 	Both
Monday, October 11, 2010	Columbus Day Thanksgiving Day		 	Both
Thursday, November 11, 2010	Veterans Day Remembrance Day		 	Both
Thursday, November 25, 2010	Thanksgiving Day			American
Friday, December 24, 2010	Christmas Day	Observed		American
Monday, December 27, 2010	Christmas Day	Observed		Canadian
Tuesday, December 28, 2010	Boxing Day	Observed		Canadian
Friday, December 31, 2010	New Year's Day	Observed		American